associated with the account.

- 4. Plaintiffs and Plaintiffs' counsel agree to hold Defendants and the United States harmless in any litigation, further suit, or claim arising from the authorized transfer of the payments described in paragraph 3.
- 5. Plaintiffs agree that the receipt of the Payment Amounts described in paragraph 3 shall operate as a waiver and release by all parties to this agreement of any and all claims for attorneys' fees, expenses, and costs associated with this case.
- 6. This settlement is entered into solely for purposes of settling Plaintiff's Fee Motion and does not represent an admission by any party of any claim or defense in relation to the Fee Motion for this case. Further, this settlement agreement has no precedential value. It shall not bind any party in any future proceeding of any kind, whether judicial or administrative in nature, and shall not be cited as evidence or referred to in any proceeding, except as necessary to effect the terms of this agreement.
- 7. No provision of this agreement shall be interpreted as or constitute a commitment or requirement that Defendants obligate or pay funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable appropriations law.
- 8. This stipulation represents the entirety of the agreement between Plaintiffs and Defendants with regard to the settlement of Plaintiffs' claims for attorneys' fees, expenses, and costs.
- 9. The undersigned representatives of each Party certify that they are fully authorized by the respective Parties they represent to enter into the terms and conditions of this agreement and to legally bind the parties to the agreement.
- 10. The terms of this agreement shall become effective upon the Court's approval of this stipulation.

IT IS SO STIPULATED AND AGREED.

Respectfully submitted on August 29, 2018.

on behalf of Plaintiffs:

Robert Henneke

General Counsel

Texas Public Policy Foundation

901 Congress Avenue Austin, Texas 78701 on behalf of Defendants:

Romney Philpott

U.S. Department of Justice

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